

**THE CITY OF MIAMI POLICE DEPARTMENT'S
ACTION PLAN**

**FOR THE IMPLEMENTATION OF THE
AGREEMENT BETWEEN THE UNITED
STATES DEPARTMENT OF JUSTICE**

AND THE CITY OF MIAMI

**REGARDING THE CITY OF MIAMI
POLICE DEPARTMENT**



APRIL 11, 2016

City of Miami



DANIEL J. ALFONSO
City Manager

Introduction

The City of Miami Police Department is pleased to provide this Action Plan for the implementation of the *Agreement Between the United States Department of Justice and the City of Miami Regarding the City of Miami Police Department* (“Agreement”), including designation of staff responsible for implementing the provisions. This document represents the City of Miami Police Department’s (“MPD”) plan for documenting compliance with each and every actionable item contained within the Agreement.

Background

In a letter to Attorney General Eric K. Holder on August 2, 2011, Mayor Tomas Regalado requested the Department of Justice to assist the City of Miami by conducting a thorough and independent investigation into the policies, practices and procedures of the Miami Police Department regarding the use of deadly force. The United States Department of Justice launched such an investigation of the MPD on November 17, 2011. The scope of the investigation was limited to the use of deadly force by police officers. The City Attorney’s Office and the Department of Justice spent countless hours negotiating in good faith in an effort to achieve meaningful and sustainable reforms of the MPD. While the negotiations were ongoing, the MPD unilaterally enacted many significant reforms that have led to a dramatic decrease in officer-involved deadly force encounters. This is particularly noteworthy because the decrease occurred at a time when violent gun crimes increased nationwide.

On March 10, 2016, the City of Miami and the United States Department of Justice entered into an agreement to ensure that the reforms MPD had implemented are sustainable. The Agreement resolves the Justice Department’s investigation of the City of Miami Police Department. The Agreement provides approximately sixty (60) action items for which the MPD must show substantial compliance. The City maintains that it is already in substantial compliance with the vast majority of the action items. It is anticipated that the City and the Miami Police Department will have fully complied with all of the action items in the Agreement well before the end date of the Agreement, March 15, 2020.

Throughout this process and beyond, the City of Miami Police Department will make every effort to ensure that police services continue to be delivered to the people of the City of Miami in a manner that fully complies with the Constitution and laws of the United States, effectively ensures public and officer safety, and promotes public confidence in MPD and its officers.



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II. Policy Review and Implementation

Responsible Party: Major Roman Martinez (PCS), Major Lazaro Ferro (Training).

Point of contact: Lt. Chris Griffin (PCS), Sgt. Orlando Villaverde (PCS), George Wysong, (police legal), Sgt. Santiago Cruz and Sgt. Luis Taborda (Training).

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| #27 | MPD will continue to develop and implement policies on constitutional policing principles and best practices. In addition, MPD agrees to maintain (and develop if necessary) comprehensive, agency-wide policies and procedures that reflect full implementation of every requirement of this agreement. | Substantial Compliance | MPD will continue to develop and implement policies based on constitutional policing principles and best practices. In addition, MPD will maintain the policies of the Policy Review Committee (PRC), the Professional Compliance Section (PCS), the High Liability Review Board (HLB), the Major Case Team for shooting investigations, the Tactical Operation Section (TOS), the Community Relations Section, and other initiatives MPD intends to ensure compliance with DOJ. |
| #28 | Within one month of the entry of this agreement, MPD will submit an action plan to DOJ for the implementation of this entire Agreement, including designation of staff responsible for implementing the provisions. | Substantial Compliance | MPD will submit its action plan by April 10, 2016. |
| #29 | By June 10, 2016, MPD agrees to submit any new and revised policies, procedures and manuals, if any, created or revised to achieve compliance with the Agreement to DOJ for review and comment prior to publication and implementation. DOJ shall complete its review within one month. If MPD and DOJ disagree on an aspect of a policy that is relevant to this Agreement, the | Substantial Compliance | MPD is in the process of reviewing our current policies in order to identify areas that need revision or creation. Additionally, MPD will submit drafts of any policy revisions to D.O.J. |

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| Independent Reviewer shall resolve the dispute. | | |
| #30 All staff responsible for implementing the policies shall be trained on the new or revised policies and procedures as soon as practicable, but not later than March 10, 2017. MPD shall maintain documentation sufficient to demonstrate (a) the status and completion of staff training requirements and (b) that staff are aware of the requirements of all policies and procedures. In addition, MPD will continue to disseminate any new or revised policies related to this Agreement through roll call briefings and official bulletins. | Substantial Compliance | As new policies are revised or created, MPD members will be provided with the information related to said policies and department wide official bulletins. |
| III. Officer-Involved Shooting Investigations | | |
| Responsible Party: Major David Sanchez (IA), Major Lazaro Ferro (Training), Major Roman Martinez (PCS). Point of contact: Major Lazaro Ferro (Training), Lt. Oriel Tameron (IA), Attorney George Wysong (Police Legal) Sgt. Mayree Morin-Fernandez (PCS). | | |
| #32 MPD will continue to insure that each Critical Firearms Discharge will be review for accountability, legality, training, tactics and equipment issues. | Substantial Compliance | MPD will continue to ensure that each critical firearm discharged is reviewed for Accountability, Legality, Training, Tactics and Equipment. Additionally, a policy review is being conducted to fortify this area. |
| #33 Officers required to cooperate with investigations | Substantial Compliance | MPD shall continue to require officers to cooperate with all administrative investigations. Additionally, we are fortifying this area by requesting the principal officer(s) to provide any and all documents and evidence relating to the investigation. This will be added to the "Notification of Principal Officer" form that has been amended through a memorandum. |

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| #34 | Providing shooting officers opportunity for voluntary statements | Substantial Compliance | MPD shall continue to provide shooting officers the opportunity to give voluntary statements as soon as practicable after each shooting. Additionally, we are fortifying this area by creating a "Post Traumatic Incident memorandum." It will be provided to officers involved in a Discharge of Firearm. |
| #35 | Potential criminal investigation or prosecution, MPD to continue its efforts to complete administrative investigation | Substantial Compliance | MPD will continue its efforts to complete the administrative investigation. Additionally, MPD shall consult with FDLE and SAO on appropriate interviews of principal officer during the administrative investigation. All efforts will facilitate prompt determination of the case. |
| #36 | Complete administrative investigation within 180 days | Substantial Compliance | MPD will not permit full resolution of an administrative investigation to extend beyond 180 days after the conclusion of the criminal case, absent exigent circumstances. |
| #37 | MPD ensuring that MPD officer involved in a shooting not be returned to active duty until requirements is accomplished: a. Return to duty: psychologist clearance b. Return to duty: post shooting briefing by FDLE c. Return to duty: C.O.P approval d. Return to duty: evidence review e. Return to duty: refresher training | Substantial Compliance | MPD will ensure that an officer involved in a shooting will not be returned to active duty until a clearance is conducted by a psychologist, post shooting briefing by FDLE, C.O.P. approval, evidence review and a refresher training is provided. Additionally, a "Return to Duty" memorandum has been created, awaiting final review and approval from the chain of command. |
| #38 | Maintain Incident Tracking System (ITS) | Substantial Compliance | MPD will continue to maintain its incident tracking system for |

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| | | officer involved shootings and monitor opportunities for officers to engage in misconduct and bring corrective actions. |
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| #39 | MPD will maintain the Professional Compliance Section (PCS), which reports directly to the Chief of Police (COP). Maintain the High Liability Incident Review Board (HLB), and continue reviewing serious uses of force and pursuits | Substantial Compliance | MPD will maintain the High Liability Incident Review Board (HLB), and will continue reviewing High Liability incidents including serious uses of force and pursuits. |
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| #40 | Firearm Review Board | Substantial Compliance | MPD shall continue to have the Training Section Commander participate in the Firearms Review Board (FRB). MPD will develop an effective mechanism to ensure that lessons learned from officer-involved shootings are incorporated and verified into policy and officer training. Additionally, MPD will ensure that in the 72 hour post shooting meeting a training or policy deficiency if any are identified. |
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IV. Supervision

Responsible Party: Assistant Chief Jorge Colina (FOD), Major Alberto Alberto (TOS)

Point of contact: Captain Daniel Kerr (TOS), Captain Alberto Borges (FOD), Sgt. Alejandro Mendez (FOD).

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| #41 | MPD first line supervisors shall provide, and shall be held accountable for providing, the close and effective supervision necessary to direct and guide officer, as described in Departmental Orders 11 (Patrol), Departmental Order 6 (Use of Force) and other relevant Departmental Orders, standard operating procedures and established guidelines. | Substantial Compliance | MPD will ensure first line supervisors will provide, and are held accountable for providing, the close and effective supervision necessary to direct and guide officers, as described in Departmental Orders, 11 (Patrol), Departmental Order 6, (Use of Force) and other relevant Departmental Orders, standard operating procedures and established guidelines. Additionally, MPD DO 11, Chapter 1.5.8 provides supervisory responsibilities to include; directing, coordinating and |
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| | | monitoring subordinate activities. |
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| #42 | <p>MPD will continue the practice of assigning all patrol officers and officers in the Tactical Operations Section units to a single, consistent, clearly identified first-line supervisor. First line supervisors will continue to be assigned to and actually work the same days and hours as the officers they are assigned to supervise, absent extenuating circumstances.</p> | <p>Substantial Compliance</p> | <p>MPD will continue assigning all patrol officers and officers in the Tactical Operations Section units to a single, consistent, clearly identified first-line supervisor with the same days and hours as the officers they are assigned to supervise.</p> <p>Currently, all Seventy-two (72) first-line supervisory slots are filled with a minimum of four to a maximum of seven officers assigned to any given supervisor with the same days and hours. The Tactical Robbery Unit has one sergeant to six officers, with the same days and hours. The Felony Apprehension Team (FAT) has one sergeant to three officers with the same days and hours. SWAT has one sergeant to eight officers with the same days and hours.</p> |
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| #43 | <p>First-line supervisors of patrol officers and officers assigned to Tactical Operations Section units shall be assigned to supervise no more than five to eight officers (“span of control”). The span of control will be based on the nature of the duties that any officer or group of officers performs. On-duty first-line supervisors will be available throughout their shift to respond to the field to provide supervision to officers under their direct command and, as needed, to provide supervisory assistance to other units.</p> | <p>Substantial Compliance</p> | <p>MPD has ensured compliance with no more than eight officers to one sergeant (span of control) in patrol and the Tactical Operations Section as reflected in the DOJ agreement.</p> |
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| #44 | <p>The City and MPD shall continue to assess the current span of control within three months of</p> | <p>Substantial Compliance</p> | <p>MPD will continue to assess the current span of control by June 10, 2016 and every four months</p> |
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| the effective date and re-assess every four months after implementation, and shall retain the number of supervisors necessary to achieve the required span of control subject to the limitations set forth in the collective bargaining Agreements and civil service rules. | | in accordance with the DOJ agreement. MPD will ensure to retain the number of supervisors necessary to achieve the required span of control subject to the limitations set forth in the Collective Bargaining Agreements and Civil Service Rules. |
| #45 MPD shall continue to ensure consistent supervision by first-line supervisors who are on extended leave, and shall reassign officers to a first-line supervisor when the currently assigned first-line supervisor has been or is expected to be absent for longer than six weeks. | Substantial Compliance | MPD will ensure consistent supervision by first-line supervisors for supervisors who are on extended leave, and shall reassign officers to a first-line supervisor when the currently assigned first-line supervisor has been or is expected to be absent for longer than six weeks. |
| #46 Captains and Lieutenants will continue to closely and effectively supervise the first line supervisors and officers under their command. MPD captains and lieutenants will continue to ensure that all first line supervisors and officers under their command comply with MPD policy, state and federal law, and the requirements of this Agreement. | Substantial Compliance | MPD will ensure Captains and Lieutenants will supervise the first-line supervisors and officers under their command and ensure that all first- line supervisors and officers under their command comply with MPD policy, state, federal laws and the DOJ agreement. |
| #47 MPD will continue to ensure that captains and lieutenants at any level are held accountable for the quality and effectiveness of their supervision, including whether captains and lieutenants identify and effectively respond to uses of force or misconduct, as part of their performance evaluations and through non-disciplinary | Substantial Compliance | MPD will ensure that Captains and Lieutenants at any level are held accountable for the quality and effectiveness of their supervision, including the identification to effectively respond to uses of force or misconduct, as part of their performance evaluations and through non-disciplinary corrective action, or through the |

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| corrective action, or through the initiation of formal investigation and the disciplinary process. Supervisors shall be subject to discipline for failure to report and remedy misconduct they knew or reasonably should have known occurred. MPD shall continue to develop and implement metrics to assess supervisors performance. | | initiation of formal investigation and the disciplinary process. MPD will also ensure Supervisors shall be subject to discipline for failure to report and remedy misconduct they knew or reasonably should have known occurred. |
| V. Specialized Units | | |
| Responsible Party: Major Alberto Alberto (TOS). | | |
| Point of contact: Captain Daniel Kerr (TOS) Lt. Eric Gonzalez (SWAT). | | |
| #48 Provide Criteria for Specialized Unit A. Recruitment/selection B. Elegibility C. No Eligibility D. Monitoring | Partial Compliance | By May 2016, MPD will provide DOJ its criteria for recruitment and admission to MPD's specialized TOS units. MPD will maintain an eligibility criteria and selection devices for assignment to TOS, including monitoring the list of names of officers and supervisors assigned to TOS on a quarterly basis. |
| #49 Ensure TOS Protocols are consistent with agency use of force | Substantial Compliance | MPD will continue enforcing the operating protocols consistent with use of force policy. |
| #50 Prohibit SWAT from conducting General Patrol | Substantial Compliance | MPD will continue to prohibit SWAT units from conducting general patrol and policing functions while they are on a specialized assignment. Both officer and supervisory decisions will adhere strictly to SWAT operational protocols during deployment. |
| #51 TOS document all LEO activities in writing: A. Operational Plan B. After action reports C. Callouts/deployments D. Daily, weekly and monthly | Substantial Compliance | MPD will continue to require officers assigned to TOS units while on specialized assignment to document in writing all law enforcement activities, including Operational Plans and After |

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| reports | | Action Reports in a consistent format for call-outs and deployments. Supervisors shall conduct documented regular reviews of TOS's law enforcement activities to ensure their compliance with applicable laws and MPD policies and procedures. |
| #52 | Track, analyze and address violations by TOS members A. Report on success and challenges/recommendations B. Transferring individuals/initiating disciplinary action | Substantial Compliance MPD will continue to track, analyze and take appropriate action, if necessary, to address tactical deficiencies or policy violations by TOS members, including reports on success and challenges, recommendations, transferring of individuals and or initiating disciplinary action as necessary. |
| VI. Training | | |
| Responsible Party: Major Lazaro Ferro (Training), Attorney George Wysong (Police Legal). Point of contact: Sgt. Santiago Cruz (Training), Sgt. Luis Taborda (Training), Attorney George Wysong (Police Legal). | | |
| #53 | Deliver any new training expressly required by the terms of the DOJ agreement within one year of the effective date of 03/10/2016, and annually thereafter. A. New training delivered by deadline of 03/10/2017. B. Submit comprehensive training delivery schedule by deadline 07/10/2016. Tracking, delivery and completion of all required training by deadline of 03/10/2017 | Partial Compliance Major Ferro held a meeting with the training unit members to outline responsibilities and assignments for the upcoming yearly training programs in order to comply with this requirement. He is preparing a training schedule for the upcoming year. |
| #54 | Firearm Training Program provides for the following: A. Requires officers to pass training and qualify on each firearm the officer is required or authorized to carry out on an annual | Partial Compliance The training unit will implement a program using the Megitt System (computer simulator) to enhance firearm training. This program will also comply with the FDLE requirements. Additionally, MPD has contracted |

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| <p>basis.</p> <p>B. Immediately comply with and reinforce judicial developments in use of force.</p> <p>C. Firearm Annual in Service training</p> <ol style="list-style-type: none"> (1) Training on when to display/or point firearms. (2) Night training. (3) Stress training (undergoing physical exertion). (4) Use of Force decision-making (shoot-don't shoot) training. (5) Continuous threat assessment techniques. (6) Observe students and provide corrective instruction when deficiencies are observed. <p>D. Observe students and provide corrective instruction when deficiencies are observed.</p> <p>E. Comprehensive testing on rules, regulations and skills regarding firearm use.</p> <p>F. Employ reality based incident scenarios</p> <ol style="list-style-type: none"> 1. Live action 2. Computer simulated components to improve defensive tactic training, limit incident of deadly force <p>G. Incorporate de-escalation training and techniques</p> <p>H. Evaluation and Survey</p> | | <p>with Florida International University to conduct cultural diversity and the de-escalation training.</p> | |
| #55 | MPD will continue providing mandatory training to new first-line supervisors to be completed prior to assuming supervisory | Substantial Compliance | MPD provides mandatory supervisory training to officers prior to assuming supervisory responsibilities. |

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| #56 | Provide mandatory training for all new second-line supervisors (Lieutenant and Captains) to be completed prior to assuming secondary supervisory responsibilities | Substantial Compliance | MPD provides mandatory second line supervisory training to supervisors prior to assuming Lieutenant and Captains responsibilities. |
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| #57 | Provide first line supervisors with 40 hours of annual in service training based on developments in applicable law and MPD policy. This training curriculum shall include the following topics related to Critical Firearm Discharges. | Partial Compliance | The training unit is in the initial phase of preparing an annual mandatory training program for all first line supervisors. |
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| #58 | Provide all Lieutenants and Captains with in service training on an annual basis based on developments in applicable law and MPD policy. | Partial Compliance | The training unit is in the initial phase of preparing an annual mandatory training program for all second-line supervisors. |
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VII. Community Oversight

Responsible Party: Captain Sean MacDonald (IT); Attorney George Wysong (Police Legal).

Point of contact: Gregory Torry (IT), Lt. Jesus Valdivia (IT).

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| #59. | <p>City and MPD will have a community advisory board of civilian City residents to provide oversight and feedback to MPD and the independent reviewer. The board will address concerns to:</p> <ul style="list-style-type: none"> A. Advise the Chief, majors and commanders on strategies and training to improve community relations and MPD responsiveness. B. Work with the Chief, majors and commanders to establish and carry out community public safety priorities; C. Provide the community with information on the agreement and its | Partial Compliance | The City and MPD are in the process of adopting a Community Advisory Board. This issue is pending City Commission approval. |
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| <p>implementation. Receive and convey to MPD and DOJ public comments and concerns, in addition to MPD's civilian complaint system.</p> | | |
| <p>#60 The community advisory board will be in effect within three months of the effective date. The City will establish the number of members and a mechanism to ensure that membership is representative of a cross section of communities in the City of Miami to including; districts, faith communities, minority, ethnic, and other community organizations, and student or youth organization. The City shall set a date by which board members will be selected. The community advisory board will be in effect within three months of the effective date (March 10, 2016). The City will establish the number of members and a mechanism to ensure that membership is representative of a cross section of communities in the City of Miami to include:</p> <ul style="list-style-type: none"> A. District B. Faith C. Communities D. Minority E. Ethnic F. Community organizations G. Students <p>Youth organizations</p> | <p>Partial Compliance</p> | <p>The City and MPD is in the process of creating a Community Advisory Board made up of residents to provide oversight and feedback to MPD and the independent reviewer. The City Commission has held discussions on this issue and their decision is expected within the next sixty days.</p> |
| <p>#61 MPD facilitate regular public meetings of the community advisory board to discuss DOJ's reports, if any and to receive</p> | <p>Partial Compliance</p> | <p>Once the CAB is fully established, MPD will ensure public meetings are held to discuss DOJ reports in order to receive community</p> |

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| | | community feedback about MPD's progress or compliance with the agreement. |
| | | feedbacks. |
| #62 | Substantial Compliance | The community board's reports and recommendations will be posted on MPD website. MPD will consider and respond to the community board's recommendations in a timely manner. |
| | | MPD created a CAB web page link that will be posted on the MPD website and will be continuously updated as information becomes available. |
| #63 | Partial Compliance | The City will provide the community board with reasonable administrative support, including meeting space. |
| | | The City will provide the Community Advisory Board with reasonable administrative support, including meeting space. |
| #64 | Partial Compliance | The civilian community board will not review or report on specific cases of alleged misconduct, review or comment on discipline, and will not seek to influence the course or outcome of a specific complaint investigation or the discipline of specific officers. The community board will not have access to any non-public information regarding an individual officer or allegation of misconduct or disciplinary action. |
| | | The civilian community board will not review or report on specific cases of alleged misconduct, review or comment on discipline, and will not seek to influence the course or outcome of a specific complaint investigation or the discipline of specific officers. The community board will not have access to any non-public information regarding an individual officer or allegation of misconduct or disciplinary action. |
| #65 | Partial Compliance | The City may use the Community Relations Board to fulfill the requirements of this Section of the Agreement if they are able to meet the requirements herein. |
| | | MPD will use the existing Community Relation Board to comply with this requirement should the creation of the CAB be delayed. |
| VIII. Compliance Assessment | | |
| Responsible Party: Major Roman Martinez (PCS). | | |
| Point of contact: Lt. Chris Griffin (PCS), Sgt. Orlando Villaverde (PCS). | | |
| #66 | Substantial Compliance | Within 45 days of the effective date, MPD will identify a compliance coordinator who is a |
| | | Major Roman Martinez from the Professional Compliance Section. Will be the single point of contact |

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| <p>member of MPD to serve as the single point of contact with DOJ and the Independent Reviewer. The compliance coordinator will: coordinate compliance and implementation activities; facilitate access to MPD personnel and provide data, documents, and materials to DOJ as needed; ensure that all data, documents and records are maintained as provided in this Agreement; and assist in assigning implementation and compliance-related tasks to MPD personnel, as directed by the Chief of Police or his designee.</p> | | with the independent reviewer. |
| <p>#67 Within four months from the effective date, and every six months thereafter until this Agreement is terminated, the City will provide to DOJ and the monitor a self-assessment Compliance Report indicating whether the City has reached one of three levels of compliance with this Agreement: Substantial Compliance, Partial Compliance, or Non-Compliance.</p> | <p>Partial Compliance</p> | By July 10, 2016, and every six months thereafter until the termination of the DOJ agreement, MPD will conduct a self-assessment compliance report. |
| <p>#68 The self-assessment compliance report will include sections:</p> <ul style="list-style-type: none"> A. The steps MPD and the City have taken during the reporting period to implement this Agreement ; B. Plans to correct any problems or lack of compliance; C. A response to any concerns raised by the United States regarding the City's previous Compliance Report; | <p>Partial Compliance</p> | MPD's self-assessment compliance report will include steps the City and MPD have taken during the reporting period, plans to correct any problems or lack of compliance, a response to any concerns raised by the United States regarding the City's previous compliance report, projection of work to be completed during the reporting period, any anticipated challenges or concerns and a summary for |

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| <p>D. A projection of the work to be completed during the upcoming reporting period;</p> <p>E. Any anticipated challenges or concerns related to implementation of the Agreement; and</p> <p>F. A summary of documents relied on for statistical purposes or general data as the basis for self-assessment, if applicable.</p> | | <p>statistical purposes or general data for self-assessment.</p> |
| #69 | <p>Partial Compliance</p> | <p>MPD Compliance Report shall exclude assessments of the sections of the Agreement for which the Independent Reviewer has already determined MPD and the City to be in Substantial Compliance.</p> |
| #70 | <p>Substantial Compliance</p> | <p>MPD will collaborate with the DOJ in revising any policies, procedures or practices relating to the use of force that DOJ deems to be deficient.</p> |